

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VMware, Inc.	04/15/2013

RECEIVING PARTY DATA

Name:	GoPivotal, Inc.
Street Address:	1900 S. Norfolk Street
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	7543301
Patent Number:	7689986
Patent Number:	8005787
Patent Number:	8180729
Patent Number:	8201187
Patent Number:	8171491
Patent Number:	7966315
Patent Number:	7941401
Patent Number:	8359590
Patent Number:	8402428
Application Number:	13277054
Application Number:	13352753
Application Number:	13652351
Application Number:	13828801
Application Number:	13435633

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Application Number:	12319647
Application Number:	13110981
Application Number:	13083664
Application Number:	12799900
Application Number:	13756272
Application Number:	12400885
Application Number:	12609297
Application Number:	12608062
Application Number:	13671256
Application Number:	13563674

**CORRESPONDENCE DATA**

Fax Number: 6504274818  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650) 427-3096  
Email: ipadmin@vmware.com  
Correspondent Name: VMware, Inc.  
Address Line 1: 3401 Hillview Avenue  
Address Line 2: Attn: Daniel Lin  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	PIVOTAL
NAME OF SUBMITTER:	Daniel Lin
Signature:	/Daniel Lin/
Date:	06/25/2013

Total Attachments: 3  
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## ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

**THIS ASSIGNMENT** ("IP Assignment") is made effective as of April 1, 2013 (the "Effective Date"), by and among (a) GoPivotal, Inc. a corporation organized and existing under the laws of Delaware (the "Company"), and (b) VMware, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"). Each of the foregoing is referred to as a "Party" and together as the "Parties". Certain capitalized terms used but not defined in this Agreement have the meanings set forth in the IP Agreement (as defined below).

**WHEREAS**, the Company and Assignor, or their respective affiliates, are parties to that certain Contribution Agreement dated as of April 1, 2013 (the "Contribution Agreement") and that certain Intellectual Property Agreement dated as of April 1, 2013 (the "IP Agreement"), and pursuant to the terms and conditions of the IP Agreement, the Parties are entering into this IP Assignment;

**WHEREAS**, the Assignor owned certain patents and patent applications which are listed on attached Schedule 1 ("Assigned Patents"), certain registrations and applications of trademarks and service marks which are listed on attached Schedule 2 ("Assigned Trademarks"), certain Internet domain name registrations which are listed on attached Schedule 3 ("Assigned Domain Names"), and certain copyright registrations which are listed on attached Schedule 4 ("Assigned Copyrights") and together with the Assigned Patents, Assigned Trademarks and Assigned Domain Names, the "Assigned IP";

**WHEREAS**, under the IP Agreement, the Assigned IP was transferred by Assignor to the Company;

**WHEREAS**, in accordance with and subject to the terms and conditions of this Agreement, (a) Assignor desires to memorialize the assignment to the Company of the Assigned IP under the IP Agreement, and (b) the Company desires to receive such confirmation of assignment of the Assigned IP;

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Assignor hereby assigns to the Company, all of its right, title and interest in and to each item of Assigned IP owned by such Assignor, including such goodwill associated therewith, in each case solely to the extent set forth in the IP Agreement.

The applicable Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, the applicable empowered official of the United States Copyright Office, and the empowered officials of any other applicable offices and governments, and the applicable domain name registrars, to issue or transfer each item of Assigned IP owned by such Assignor to the Company, as assignee thereof.

The Company and Assignor hereby acknowledge and agree that this IP Assignment is being entered into solely to effect the transactions contemplated in, and is subject in all respects to, the IP Agreement and Contribution Agreement, and this IP Assignment does not and shall not limit, expand or otherwise alter any right, obligation or liability under the IP Agreement or Contribution Agreement. To the extent of any conflict between the terms and conditions of this IP Assignment and those of the IP Agreement or Contribution Agreement, the terms and conditions of the IP Agreement or Contribution Agreement, as applicable, shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 15<sup>th</sup> day of April, 2013.

VMWARE, INC.

By:   
Jonathan C. Chadwick

Title: Chief Financial Officer  
and Executive Vice President

GOPIVOTAL, INC.


By:   
Andrew M. Cohen

Title: Vice President  
and General Counsel

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF SANTA CLARA    )

Subscribed and sworn to (or affirmed) before me on this 15<sup>th</sup> day of April, 2013 by Jonathan C. Chadwick, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Signature:   
Notary Public

**SCHEDULE 1**  
**US Issued Patents**

Title	App. No. and Date	Issue No. and Date
Shared Queues In Shared Object	10/690,689 10/21/2003	7,543,301 6/2/2009
Shared Listeners In Shared Object Space	10/690,793 10/21/2003	7,689,986 5/30/2010
Data Replication Method	11/982,563 11/2/2007	8,005,787 8/23/2011
Data Replication Method	13/079,933 4/5/2011	8,180,729 5/15/2012
Object Monitoring System in Shared Object Space	11/982,541 11/2/2007	8,201,187 6/12/2012
Object Synchronization in Shared Object Space	11/982,564 11/2/2007	8,171,491 5/1/2012
Multi-query Optimization	11/280,827 11/15/2005	7,966,315 6/21/2011
Distributed Data Management System	11/431,500 6/9/2006	7,941,401 5/10/2011
Computer System and a Method of Deploying an Application in a Computer System	12/400,866 3/10/2009	8,359,590 1/22/2013
Method And Apparatus For Automatically Generating Source Code Files In A File Storage Unit	12/721,790 3/11/2010	8,402,428 3/19/2013

**US Pending Patent Applications**

Title	App. No.	Filing Date
Time Series Data Mapping into a Key-Value Database	13/277,054	10/19/2011
Marking and Obscuring Sensitive Values in Traces	13/352,753	1/18/2012
Flexible and Run-time-modifiable Inclusion of Functionality In Computer Code	13/652,351	10/15/2012
Method and System that Filters Byte-code Instrumentation at the Instrumentation Level	13/828,801	3/14/2013
Object Synchronization In Shared Object Space	13/435,633	3/30/2012
Preventing Pauses in Algorithms Requiring Pre-image Information concerning Modifications During Data Replication	12/319,647	1/9/2009
Multi-query Optimization	13/110,981	5/19/2011
Distributed Data Management System	13/083,664	4/11/2011
Optimized Event Routing in Distributed Data Management	12/799,900	5/3/2010
Big-Fast Data Connector between In-memory Database System and Data Warehouse System	13/756,272	1/31/2013
Computer System and a Method of Deploying an Application in a Computer System	12/400,885	3/10/2009
Computer System and Method for Configuring an Application Program in a Computer System	12/609,297	10/30/2009
Computer System and Method for Resolving Dependencies in a Computer System	12/608,062	10/29/2009
Computer Device and Method of Providing Configuration Files in a Computer Device	13/671,256	11/7/2012
Documentation Generation for Web APIs Based on Byte Code Analysis	13/563,674	7/31/2012